

GENERAL CONDITIONS OF CARRIAGE (GCC/COC)

GENERAL CONDITIONS OF CARRIAGE OF PASSENGERS AND BAGGAGE OF AirBorneo EFFECTIVE 01JAN2026

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1. DEFINITIONS

1.1 As you read these General Conditions of Carriage, the following expressions mean:

WE, OUR and US	Refers to <i>AirBorneo Holdings</i> .
YOU, YOUR and YOURSELF	Refer to any individual in possession of a valid ticket who is, or is to be, transported on an aircraft, excluding crew members. For ticket refunds, this also includes the person who originally purchased the ticket.
AIR CARRIAGE	Means the transportation of a Passenger and their Baggage by aircraft.
AIRLINE DESIGNATOR CODE	Referring to the alphanumeric code used to identify a specific air carrier, MY in this case.
DAYS	Means calendar days. When providing notifications or sending notices, the day on which the notice is dispatched is not counted. Similarly, for the purpose of determining ticket validity, the day of ticket issuance or the date of the first flight is excluded from the calculation.
FORCE MAJEURE	Referring to extraordinary and unforeseeable circumstances beyond our control, the effects of which could not have been prevented even with the exercise of all due care and attention.
ITINERARY/RECEIPT	A document issued to a Passenger, either in physical or electronic form, containing a booking reference, the Passenger's name, flight details, and any notices required under regulatory requirements.
OPERATING CARRIER	The airline that is responsible for operating the actual flight.
PASSENGER	Any person, excluding crew members, who is or will be carried on an aircraft with our consent, as evidenced by a valid Ticket.
REGULATIONS	Refers to our terms and conditions—other than these Conditions of Carriage—that govern the transportation of passengers and/or baggage, as published by us and in effect on the date of ticket issuance. This includes any applicable tariffs in force. A copy of these terms and conditions is available for viewing and download on our official website.
TARIFF	Denotes the published fares, charges, and related conditions of carriage filed, where required, with the appropriate authorities. These may be published either electronically or in printed form.
TICKET	Means either a physical document titled " <i>Passenger Ticket and Baggage Check</i> ," including the accompanying Itinerary/Receipt if applicable, or an Electronic Ticket, issued by us or by our Authorised Agents to you.
UNCHECKED BAGGAGE	Refers to any Baggage, other than Checked Baggage, that you carry with you into the aircraft cabin, subject to our Regulations.

2. WHEN THESE CONDITIONS APPLY

2.1 GENERAL

2.1.1 All AirBorneo tickets are subject to the **AirBorneo Terms and Conditions, General Conditions of Carriage**, and **AirBorneo Fare Rules**, all of which are deemed incorporated into these Conditions of Carriage by reference.

2.1.2 These Conditions of Carriage govern the air transportation of Passengers and Baggage carried out by us, as well as any associated liability we may incur in connection with such transportation.

2.2 CHARTERS

If your travel is under a charter agreement, these Conditions of Carriage apply only if stated in the charter agreement or on the charter ticket. If there are no specific charter rules, these Conditions apply unless they conflict with the terms of the charter agreement or ticket. By accepting travel under a charter agreement, you agree to follow the relevant terms of that agreement.

2.3 CONDITIONS OF CARRIAGE PREVAIL OVER REGULATIONS

Unless stated otherwise, if there is any conflict between these Conditions of Carriage and our Regulations, these Conditions of Carriage will prevail.

3. TICKETS

3.1 TICKETS AS PRINCIPAL EVIDENCE OF CONTRACT

3.1.1 The Ticket serves as primary proof of the contract of carriage between us and the Passenger named on it. We will provide carriage only to the person named on the Ticket issued by us or our Authorised Agent. The Ticket always remains the property of the issuing Carrier.

3.1.2 Identification of Passengers. Passengers must present valid identification to confirm that they are the people named on the ticket.

3.1.3 Valid Ticket Required for Carriage, you are not entitled to travel unless you:

- Provide positive identification; and
- Present a valid Itinerary/Receipt, issued in accordance with the airline's regulations and recorded in their database.

3.1.4 Ticket not Transferable

A Ticket is issued to you personally and is not transferable. The passenger is not permitted to substitute or change the named passenger with another passenger's name.

3.2 PERIOD OF VALIDITY FOR TICKET

3.2.1 Unless otherwise stated in the Ticket, these Conditions of Carriage, our applicable regulations, or any relevant fare rules or tariffs, your Ticket is valid for:

- (a) One (1) year from the date it was issued; or
- (b) One (1) year from the date you first travelled using the Ticket, as long as your first flight took place within a year of the ticket being issued.

3.2.2 Extension of Validity

The validity of your Ticket will be extended by up to thirty (30) days from its original expiry date if, within one (1) month prior to expiration, you are unable to travel due to reasons attributable to us.

- (a) We cancel the flight on which you hold a ticket;
- (b) We fail to operate a flight reasonably according to schedule;
- (c) We are unable to provide previously confirmed space.

3.2.3 If you are unable to travel within the validity period of your Ticket because we are unable to provide space at the time of your request, the validity of the Ticket will not be extended, unless otherwise stated in our applicable regulations.

3.2.4 In the event of a death in your immediate family once you have commenced your journey, the validity of your Tickets and those of your immediate family accompanying you may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate, and any extension of validity shall not be for a period longer than thirty (30) days from the date of death.

3.2.5 If you have a non-refundable ticket which is completely or partially unused and you are prevented from travelling due to Force Majeure, we may issue a credit voucher for future travel. The credit voucher will be equivalent to the value of the unused portion of the fare (if any), less reasonable administration fee. Provided that:

- You promptly notify us of the situation
- You provide satisfactory evidence of the Force Majeure event.

3.3 SEQUENTIAL USE OF YOUR TICKET

3.3.1 The Ticket that you have purchased is valid for transportation from the point of origin as shown in your Ticket. You will use your Ticket as per the exact sequence of segments provided in the Ticket. The Ticket may automatically lose its validity if you skip any part of the journey without notifying the airline in advance, your ticket may become invalid for the rest of the trip.

3.3.2 The fare you have paid is calculated based on the entire sequence of travel shown on the Ticket. Should you wish to change your journey, you must contact us beforehand. The fare for your new journey will be recalculated, and you will be given the option of accepting the new price or maintaining your original journey as ticketed.

3.3.3 Please be aware that while some types of changes will not result in a changed fare, others such as changing your point of origin or reversing the direction you travel can result in an increase in price. Any changes will be subject to the fare rules and conditions applicable to your Ticket.

4 FARES AND CHARGES

4.1 GENERAL

Our fares apply only for carriage from the airport at the point of origin to the airport at the place of destination unless we say otherwise.

4.2 APPLICABLE FARES

Applicable fare is the fare that is valid for each flight segment on the specific date of travel, as shown in your Itinerary/Receipt. If the fare you paid is not the correct applicable fare, you may need to pay the difference, or we may refund the difference, depending on our Regulations.

4.3 INFANT TRAVEL POLICY

Infants must be older than 8 days but under 2 years old on the date of travel. Infants are subject to the fees listed in the Fees Schedule. Infants must sit on an adult's lap during the flight. Only one infant is allowed per adult passenger. Baby seats, carriers, and strollers are not allowed onboard and must be checked in and stowed in the aircraft hold during the flight.

4.4 TAXES, FEES AND CHARGES

4.4.1 You are responsible for paying all charges related to your travel, including any surcharges, fees, and taxes imposed by us, governments, airport operators, or other authorities under applicable laws. At the time of ticket purchase,

4.4.2 At the time you purchase your Ticket, you will be provided with the details of the applicable charges.

4.5 CURRENCY

You must pay the fare and any taxes, fees, charges and surcharges in the currency of the country in which the Ticket is issued.

5. RESERVATIONS

5.1 RESERVATION REQUIREMENTS

- 5.1.1 A reservation is not confirmed until a Ticket has been duly issued to the Passenger, or in the case of an Electronic Ticket, when it has been duly created in our database and the Passenger has paid for his Ticket within the ticketing time limit prescribed in the Carrier's Regulations.
- 5.1.2 A reservation that does not comply with any of these requirements may be cancelled by us at any time without notice.

5.2 TICKETING TIME LIMITS

If you do not pay for your Ticket by the deadline set by us or our Authorized Agents, your reservation will be cancelled.

5.3 FLIGHT CHANGE

Once a booking number has been issued, all flight changes are subject to the following terms:

- 5.3.1 No changes are allowed within two (2) hours prior to the scheduled flight departure time.
- 5.3.2 Flight changes up to two (2) hours from the scheduled flight departure time shall be subject to the following conditions:
 - 5.3.2.1 If the new fare is lower, the difference in fares will not be refunded to the Passenger
 - 5.3.2.2 If the new flight booked is in a higher fare than the difference in fares shall be paid by the Passenger before the cancellation or change can be made
- 5.3.3 Changes are subject to fare rules
- 5.3.4 Name change is strictly not permitted on a confirmed booking

5.4 SEATING SELECTION

We will try to honor advance seating requests. We cannot guarantee that you will be able to sit in any particular seat. We reserve the right to change your seat at any time, even after boarding the aircraft. This may be necessary for operational, safety or security reasons.

5.5 EXPECTANT MOTHERS

Carriage of Pregnant woman passengers are based on the following guidelines and will apply based on the term of their pregnancy and how many children the mother is expecting:

- 5.5.1 Must complete our Release and Indemnity (R&I) form when you check-in or arrive at the airport.
- 5.5.2 For normal (i.e. without complication) single pregnancy, we cannot accept any pregnant Passengers after the 36th week for travel on our flights.

- 5.5.3 For complicated or multiple pregnancies, we cannot accept any pregnant Passengers after the 32nd week for travel on our flights.
- 5.5.4 Unless passengers advise us that their pregnancy is complicated or high risk, then we do not require a medical certificate for travel on our flights before the 28th week.
- 5.5.5 For any travel with us after the first 28 weeks of pregnancy, passengers will need to carry a certificate or letter from their doctor or midwife.
- 5.5.6 Medical clearance will otherwise be required if they are having complications with pregnancy. If MEDIF forms are required, then they must be issued no more than one (1) month before travel. Otherwise, a new MEDIF form will be required. All MEDIF forms must be provided to us no later than three (3) days before departure.
- 5.5.7 Any certificate or letters from doctor or midwife must be issued within ten (10) days of your departure.
- 5.5.8 Pregnant passengers cannot be seated in an emergency exit seat.
- 5.5.9 Mother and infant within the first seven (7) days of delivery are not recommended for travel.

5.6 UNACCOMPANIED MINORS/YOUNG PASSENGER TRAVELLING ALONE

Our unaccompanied minor service allows young Passengers from 5 up to 12 years old to travel on our flights without their parent or guardian as follows:

- 5.6.1 We are unable to carry children under the age of 5 as unaccompanied minors.
- 5.6.2 Unaccompanied minors up to the age of 12 may travel alone and must register as unaccompanied minors. The Ticket for the unaccompanied minor will be charged at a full adult fare, and our service fee will also apply.
- 5.6.3 Unaccompanied minors from the age of 12 up to the age of 15 do not need unaccompanied minor service but their parents may request if they wish.
- 5.6.4 The parent or guardian will be required to provide the full name, contact information and other relevant details of the person assigned to drop-off and pick up the unaccompanied minor for each journey. They must print the completed UMNR form and sign a declaration of indemnity before the journey commences. This can also be done at the airport.
- 5.6.5 Children between 12 to 15 years of age are not permitted to escort unaccompanied minors in the absence of a guest accompanying who is 18 years old and above.
- 5.6.6 Unaccompanied minors can be accepted on their flight at any time when the check-in counters are open, but we will only assume responsibility for the unaccompanied minor 90 minutes before the scheduled departure time. The parent or guardian should remain at the airport and be contactable until the flight has departed.
- 5.6.7 Subject to seat availability, unaccompanied minors cannot be seated in an emergency exit seat.

6 CHECK-IN AND BOARDING REQUIREMENTS

6.1 Check-in deadlines vary by airport. To ensure a smooth journey, you are responsible for allowing enough time to complete check-in. Please check the specific deadline for your flight before you travel and make sure you comply with it.

6.2 If you arrive after the check-in counter has closed, you will be marked as a **No Show**. A "No Show" refers to a passenger with a confirmed booking who fails to report in time for their scheduled flight. Applicable Fare Rules and fees will apply.

6.3 You must be at the boarding gate no later than the time specified to you at check-in. If you are late, we may deny boarding without liability.

6.4 We are not responsible for any loss or expense you may incur if you miss check-in or fail to be at the boarding gate on time.

6.5 SELF CHECK-IN

We offer self check-in facilities via web, mobile or kiosk for AirBorneo ATR operations. For Twin-Otter flights, check-in is only available via DCS/Counter.

6.6 NO CHANGES AFTER CHECK-IN

Once you have checked in, you are now allowed to make any changes to your booking.

6.7 BOARDING

You must be at the boarding gate at least thirty (30) minutes before the scheduled departure time.

6.8 NO-SHOW

If you fail to check-in on or board the aircraft on time, the fare/Ticket costs and any Tariff and/or fees and charges as per the Fees Schedule you have paid will not be refunded to you for any reason whatsoever.

7 REFUSAL OF AND LIMITATION ON CARRIAGE

7.1 OUR RIGHT TO REFUSE CARRIAGE

We may refuse to carry you or your Baggage or remove you or your Baggage from our flight if one or more of the following has happened or we reasonably believe may happen:

7.1.1 If carrying you would be contrary to government laws, regulations or orders.

7.1.2 If carrying you or your Baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.

7.1.3 If carrying you or your Baggage may affect the comfort of any person in the aircraft.

7.1.4 If you are drunk or under the influence of alcohol or drugs.

7.1.5 If your mental or physical state is a danger risk to you, the aircraft or any person in it;

- 7.1.6 If you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security.
- 7.1.7 If you refuse to submit to a security check to be carried out on you or your Baggage.
- 7.1.8 If the applicable fare or any charges or taxes payable have not been paid.
- 7.1.9 If you are not properly or are objectionably attired. If you have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of the crew of the aircraft.
- 7.1.10 If you have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft.
- 7.1.11 If you have deliberately interfered with a member of the crew of the aircraft in carrying out their duties.
- 7.1.12 If you have put the safety of either the aircraft or any person in it in danger.
- 7.1.13 If you have made a hoax bomb or other security threat.
- 7.1.14 If you have committed any criminal offence during the check-in or boarding processes or on board the aircraft.
- 7.1.15 If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger.
- 7.1.16 If you destroy your travel documents during flight;
- 7.1.17 If you refuse to surrender your travel documents to us for examination or photocopying or to be held by the flight crew, against receipt, when we request.
- 7.1.18 If the ticket flight you present:
- Has been acquired illegally.
 - Was not purchased from us or our Authorised Agents.
 - Was not issued by us or our Authorised Agents.
 - Has been reported as being lost or stolen.
 - Is a counterfeit ticket; or
 - You have not used the Ticket in accordance with your travel sequence, or the Ticket or the Electronic Pass has been altered by anyone other than us or our Authorised Agents, or in the case of a Flight Pass, has been mutilated in which case we reserve the right to retain the Ticket.
- 7.1.19 If you cannot prove that you are the person named on the Ticket.
- 7.1.20 If you have failed to complete the check-in process by the check-in deadline.
- 7.1.21 If you have failed to arrive at the boarding gate on time.
- 7.1.22 If you have behaved in a way mentioned above or in connection with a previous flight and we reasonably believe that you may repeat this behavior.

7.2 LIMITATIONS ON OUR OBLIGATIONS TO PROVIDE CARRIAGE

- 7.2.1 We will not carry unaccompanied children, incapacitated persons, pregnant women or persons with illness unless prior arrangements have been made with us in accordance with these Conditions of Carriage or our Regulations.
- 7.2.2 If we believe that the aircraft weight limitations or seating capacity may be exceeded, we will decide in our reasonable discretion which Passengers or Baggage shall be carried.

7.3 CONSEQUENCES OF REFUSAL TO CARRY

- 7.3.1 If we refuse to carry you or remove you from a flight as provided under Articles 7.1 and 7.2, we may cancel the unused portion of your ticket, and you will not be entitled to continue your journey or receive any refund for the affected flight segment or any later segments included in your ticket.
- 7.3.2 We are not responsible for any indirect or consequential loss or damage resulting from our decision to refuse to carry you or to remove you during the journey. Additionally, you will be required to reimburse us for any direct or indirect costs we incur because of that refusal or removal, including expenses related to diverting the flight.

8 BAGGAGE

You may carry some Baggage, free of charge into the cabin or having it placed for carriage in the aircraft hold as checked baggage. Your Baggage allowance will depend on the terms and conditions of your Ticket.

8.1 Cabin/Hand Baggage Allowance (Unchecked Baggage)

- 8.1.1 Passengers are entitled to the following cabin/hand baggage allowance:
Adults and Children:
- One (1) piece of hand baggage, not exceeding 7 kg.
 - Infants (under 24 months): One (1) piece of hand baggage for infant needs, not exceeding 6 kg
- 8.1.2 Permitted Dimensions:
- ATR72-5
 - 00 flights: Maximum size of 56 cm (H) x 30 cm (L) x 18 cm (W)
 - DHC Twin Otter flights: Maximum size of 29 cm (H) x 33 cm (L) x 36 cm (W)
- 8.1.3 We will not be liable for any Damage to Unchecked Baggage unless such Damage is caused by our own negligence.

8.2 Checked Baggage (Free Baggage Allowance)

8.2.1 Passengers are entitled to the following free checked baggage allowances, based on aircraft type:

- Adult : ATR72-500 Services - Up to 20 kg and DHC-6 Twin Otter Services - Up to 10 kg
- Infant: ATR72-500 Services and DHC-6 Twin Otter Services - up to 10Kg.

8.2.2 When you check in your baggage, we take responsibility for it and issue a Baggage identification Tag for each checked item.

8.2.3 You are responsible for ensuring your baggage is properly and clearly labelled for identification purposes.

8.2.4 Your checked baggage will usually travel on the same flight as you, unless we need to transport it on another flight due to safety, security, or operational reasons, and subject to space availability.

8.3 ITEMS THAT ARE NOT ACCEPTABLE AS BAGGAGE

You may not include in your Baggage, items which are likely to endanger the aircraft or persons or property on board the aircraft, that is **Security Articles such as:**

8.3.1 Prohibited Articles: Carriage of dry cell batteries, knives, scissors, sharp instruments, tools, firearms, ammunition, and their toy replicas are prohibited in the cabin

8.3.2 Restricted Articles: Medicines and toiletries in limited quantities for use during the journey such as hair spray, perfumes and medicines containing alcohol may be carried.

8.3.3 Dangerous Articles in Checked Baggage: For safety reasons, dangerous articles such as those listed below, must **not** be carried in passenger's baggage.

- Compressed gases - Deeply refrigerated, flammable, non-flammable and poisonous) such as butane, oxygen, and liquid nitrogen, aqualung cylinders and compressed gas cylinders
- Corrosives - such as acids, alkalis, mercury and wet cell batteries and apparatus containing mercury
- Explosives - Ammunition, fireworks and flares. Ammunition including blank cartridges, handguns, fireworks, and pistol cabs
- Flammable liquids and solids such as lighter refills, lighter fuel, matches, paints, thinners, fire-lighters that need inverting before ignition.
- Radioactive material
- Oxidizing materials such as bleaching powder and peroxides
- Poisons and infectious substances such as insecticides, weed-killers and live virus materials
- Other dangerous articles such as magnetized materials, offensive or irritating materials
- Etiologic agents (bacteria, viruses etc)
- Apparatus containing mercury must not be carried in baggage
- Items which we consider unsuitable for carriage because of their weight, size or character, such as fragile or perishable items; or prevailing national security regulations.

8.3.4

8.3.4 Security Regulations

- Not to accept any packets from unknown passengers
- Not to leave baggage unattended at any time, especially within airport area. Unattended baggage may be removed by airport security staff as a suspicious object.
- To declare prior to checking-in, if carrying any arms or explosive substances. Concealment is an offence under the Aircraft Act and Rules.

8.3.5 You shall not include in Checked Baggage fragile or perishable items, artwork, cameras, money, jewelry, precious metals, computers, electronic and/or telecommunications equipment or devices, optical or photographic equipment, digital devices/items, silverware, prescribed medicine or drugs, negotiable papers, securities, business and legal documents, manuscripts or deeds, passports and other identification documents or samples, or any other valuables.

8.3.6 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage in accordance with our Regulations but will not be permitted in the aircraft cabin or in your Unchecked Baggage.

8.4 RIGHT TO REFUSE CARRIAGE

We may refuse to carry items described in Article 8.1 that are prohibited from carriage as Baggage and may refuse further carriage of any such items upon discovery.

8.4.1 We may refuse to carry any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, contents or character, or for safety or operational reasons (including Baggage which does not belong to you and which you have pooled with your own Baggage), or for the comfort and convenience of other passengers.

We will not be liable for refusing to carry such Baggage.

8.4.2 Unless advance arrangements for its carriage have been made with us, we may carry any Baggage which exceeds the applicable free Baggage allowance on a flight other than the flight we carry you on.

8.4.3 We may refuse to accept Baggage as Checked Baggage unless it is in our reasonable opinion properly and securely packed in suitable containers to ensure safe carriage with ordinary care in handling.

8.5 EXCESS BAGGAGE

We reserve the right to refuse to carry Baggage that exceeds the free baggage allowance. Baggage in excess of the free baggage allowance will be carried at our discretion subject to space and weight limitations. You must pay a charge for the carriage of Baggage in excess of the free baggage allowance.

8.6 COLLECTION AND DELIVERY OF BAGGAGE

8.6.1 Passengers are required to collect their checked baggage promptly upon its availability at the destination. If baggage is not collected within a reasonable time, the airline reserves the right to charge a storage fee.

- 8.6.2 The acceptance of baggage by the holder of the baggage claim tag, without raising a complaint at the time of delivery, will be considered as evidence that the baggage was received in good condition and in accordance with the applicable contract of carriage.

8.7 CARRIAGE OF ANIMALS

- 8.7.1 Animals such as dogs, cats, household birds, and other pets may be accepted for carriage, subject to our prior approval and in accordance with our regulations. Acceptance is conditional upon the animal being properly contained in an approved travel crate and accompanied by all required documentation, including valid health and vaccination certificates, entry permits, and any other documents required.
- 8.7.2 If accepted for carriage as baggage, the animal, along with its container and any food carried, will not be included in your free baggage allowance. Instead, it will be treated as excess baggage, and the applicable charges must be paid.
- 8.7.3 All animals must be transported in the aircraft's cargo compartment; animals are not permitted in the passenger cabin.
- 8.7.4 Subject to our Regulations, guide dogs accompanying sight or hearing-impaired Passengers, together with containers and food, will be carried free of charge in addition to the free baggage allowance.
- 8.7.5 The acceptance of animals for carriage is subject to the condition that you assume full responsibility for the animal. Where the carriage is not governed by the liability provisions of the applicable Convention, we shall not be liable for injury to, loss of, delay of, sickness of, or death of the animal, except where such damage is a direct result of our proven negligence.
- 8.7.6 We accept no liability if an animal is denied entry into, or passage through, any country, state, or territory due to the absence of required exit, entry, health, or other necessary documentation. The passenger responsible for the animal must reimburse us for any fines, costs, losses, or liabilities reasonably incurred or imposed on us as a result of non-compliance with such requirements

9 SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS

9.1 SCHEDULES

We will make every reasonable effort to transport you and your baggage with minimal delay. While we aim to operate flights according to our published timetables and schedules, we do not guarantee departure or arrival times, and these schedules do not form part of your contract of carriage with us. If you have provided us with adequate contact information, we will make reasonable efforts to inform you of any significant

changes to your flight schedule, including delays or rescheduling. we shall be under no immediate obligation to carry, re-route or make a refund.

9.2 CHANGE IN FLIGHT STATUS

9.2.1 In the event of a change in the status of a flight where there is a cancellation or delay of thirty (30) minutes or more in the scheduled operation of the flight, we shall provide to you prior notification of such change in flight status as soon as practicable provided that:

9.2.1.1 If we decide to cease operating on any route, we shall provide you, information about the intended cessation of at least thirty (30) days prior to the date of the cessation; or

9.2.1.2 If we decide to arrange a planned flight rescheduling to three (3) hours earlier or later than the scheduled time of departure, we shall inform you of the rescheduled time within twelve (12) to forty-eight (48) hours from the scheduled time of departure.

9.2.2 If we cancel or delay a flight, and are unable to provide previously confirmed space, we may elect to offer you either one or more of the following options with due consideration to your reasonable interests and applicable circumstances:

9.2.2.1 carry you on another of our scheduled services on which space is available;

9.2.2.2 make a refund in accordance with the terms and conditions

9.2.3 In the event (Beyond our control):

9.2.3.1 If due to circumstances beyond our control such as, but not limited to, Force Majeure, war, meteorological conditions, adverse weather, airspace closure and air traffic control delays, we cancel or delay a flight; are unable to provide previously confirmed space; or cause you to miss a connecting flight on which you hold a reservation, we shall be under no immediate obligation to carry, re-route or make a refund although we shall make reasonable efforts to assist you as best we can in the prevailing circumstances.

9.2.3.2 the route cessation or planned flight rescheduling is caused by an air traffic management decision in relation to a particular aircraft on a particular day which gives rise to a long delay, an overnight delay or the cancellation of one or more flights despite us taking all reasonable measures to avoid the delay or cancellation,

10 REFUNDS

10.1 GENERAL

If we fail to provide carriage in accordance with the contract of carriage, or if you choose not to use your Ticket, the refund requests are subject to the applicable Fare Rules and the specific conditions of the ticket purchased.

Please note that under all circumstances, the maximum amount eligible for refund will not exceed the original amount paid by the passenger, less any service charges and/or cancellation fees. We may refuse to refund the Ticket when such an application is made later than the expiry of the validity of the Ticket.

10.2 PERSON WHOM REFUND WILL BE MADE

10.2.1 If a Ticket has been paid for by a person other than the Passenger named on the Ticket, we shall make a refund to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment.

10.2.2 We will make a refund only in the same manner as the payment was received.

10.2.3 A refund made to anyone presenting the details of the unused portion of the Ticket and holding himself or herself out as a person to whom a refund may be made pursuant to Articles 10.2.1 or 10.2.2, will be deemed a proper refund and will discharge us from liability to you or any other person for a refund.

10.2.4 Refunds processing will be completed within 30 days from the day of submission.

10.2.5 processing fee is applicable for refunds submissions.

10.3 INVOLUNTARY REFUNDS

If we cancel a flight, fail to operate a flight according to schedule within a reasonable margin, fail to stop at your destination or are unable to provide previously confirmed space, you may be entitled to a refund. Subject to the applicable fare rules and ticket conditions, the refund amount may be issued in the form of a credit voucher.

10.4 VOLUNTARY REFUNDS

If you wish to obtain a refund of your Ticket for reasons other than those set out in Article 10.3, the amount of the refund shall be an amount equal to the fare paid, less any reasonable service charges or cancellation fees.

10.5 PERSONS AUTHORISED TO MAKE REFUNDS

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Authorised Agents.

11 CONDUCT ONBOARD AIRCRAFT

11.1 UNACCEPTABLE CONDUCT ONBOARD AIRCRAFT

If, in our reasonable judgment, you:

11.1.1.1 act in a manner that endangers the aircraft, its occupants, or property on board;

11.1.1.2 interfere with or obstruct the crew in the performance of their duties;

11.1.1.3 commit, or the crew reasonably suspects you have committed, a criminal offence onboard;

11.1.1.4 fail to comply with lawful instructions issued by the crew;

11.1.1.5 behave in a manner which other passengers or crew object to;

11.1.1.6 act in a way that causes discomfort, inconvenience, damage, or injury to other passengers or crew,

We may take such measures as we deem reasonably necessary to prevent you from continuing such conduct, including restraining you and/or making an unscheduled landing to surrender you to the competent authorities.

We may also disembark you and refuse to carry you further, and you may be prosecuted for offences committed on board the aircraft.

11.2 GENERAL INDEMNITY

If you conduct yourself in a manner described in Article 11.1 above, you will indemnify us for all Damage suffered by us, our agents, employees, independent contractors, passengers and any third party arising from your misconduct.

11.3 ELECTRONIC DEVICES

For safety reasons, you may not operate onboard the aircraft portable recorders, radios, television sets, electronic games, personal cellular telephones or other transmitting devices including remote controlled toys and walkie-talkies. You may not operate any other electronic devices, including compact disc players, laptop computers, audio or video recorders, electric shavers on board without our permission, except for hearing aids and heart pacemakers.

11.4 NO SMOKING

Smoking is strictly prohibited on all our flights.

11.5 NO ALCOHOLIC BEVERAGES

Consumption of alcoholic beverages is strictly prohibited on all our flights.

12 TIME LIMITATIONS ON CLAIMS AND ACTIONS

12.1 NOTICE OF CLAIMS

12.1.1 Any action for Damage to Checked Baggage will be barred unless the person entitled to its delivery claims from us immediately after the discovery of the Damage, and, at the latest, within seven (7) Days of the date of receipt.

In the case of delay, any action for Damage will be barred unless the claim is made at the latest within twenty-one (21) Days from the date on which the Baggage has been placed at your disposal.

13 PASSENGERS WITH DISABILITY

13.1 General

13.1.1 If you are a Passenger with a disability and you require any special assistance, you should inform us at the time of booking of your special need.

13.1.2 We will carry you where arrangements have been made to provide for your special needs. If you do not inform us at the time of booking of your special needs, we will nevertheless use reasonable efforts to accommodate your special needs.

13.2 TRAVEL WITH AN ATTENDANT

We may require that you travel with an attendant at your own cost if it is essential for safety or if you are unable to assist in your own evacuation from the aircraft or you are unable to understand safety instructions.

13.3 ASSISTIVE DEVICE

13.3.1 There is no charge for transporting any assistive device, such as a wheelchair or a cane, and such assistive device will not be counted towards your free Baggage allowance.

13.3.2 On flights where medical oxygen is permitted, you are required to make your own arrangements for the carriage of portable oxygen and to contact us in advance as set out in our Regulations (and you will be required to be accompanied by an attendant).

13.3.3 We reserve the right to cease accepting Passengers who must travel on a stretcher on any flight.

14 OTHER CONDITIONS

14.1 Carriage of yourself and your Baggage is also provided in accordance with certain other regulations and conditions which may be applicable or adopted by us. These General Conditions of Carriage or such other regulations and conditions may be varied at our discretion from time to time and may be imposed either by us or by a regulatory body due to its importance in relation to your carriage and the same may be made available to you at our website or our check-in counters.

14.2 The title or caption of each Article of these Terms & Conditions is solely for convenience purposes only and is not to be used for its interpretation

DISCLAIMER : THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME AT THE SOLE DISCRETION OF AirBorneo Holdings